

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

07 CV 7838 (GEL)

NIPPON YUSEN KAISHA a.k.a. NYK LINE,

Plaintiff,

- against -

WORLDWIDE PAPER CO., OSK PAPER
INTERNATIONAL, INC., DRAGONMARK
TRADING, INC.,

Defendants.

STIPULATION AND ORDER OF
SETTLEMENT BETWEEN PLAINTIFF
AND DEFENDANT, WORLDWIDE PAPER
CO.

DATE FILED: 7/31/08

IT IS STIPULATED AND AGREED by and between the attorneys for plaintiff and
defendant, WORLDWIDE PAPER CO., that.

WHEREAS:

- A. No party defendant has appeared in this action; and
- B. Pursuant to Rule B of the Supplemental Admiralty Rules, plaintiff has attached
WWP's assets in the amount of \$18,164.00.
- C. Plaintiff and defendant, WORLDWIDE PAPER CO. ("WWP"), wish to settle the
claims for ocean freight and other charges sued on in this action and itemized in the attached
schedule,

THEREFORE, the parties agree that:

1. The caption of this case shall be changed to identify WORLDWIDE PAPER CO. as
"ANDERSON INTERNATIONAL GLOBAL LLC d.b.a. WORLDWIDE PAPER CO.".
2. WWP admits liability for the ocean freight and other charges identified in the
attached schedule. WWP also warrants and represents that the assets attached belong to it and to no
one else.

3. All WWP assets attached to date in this action, and any assets which may be attached up to the entry of judgment shall be transferred forthwith to plaintiff in reduction of the claim itemized in Schedule A and WWP will forthwith take all actions and execute all documents needed to effect the transfer.

4. Subject to the following terms and conditions, WWP consents to the entry of judgment by plaintiff for the full amount of the claim together with interest, costs and disbursements, against itself, with WWP to be identified in the judgment as “ANDERSON INTERNATIONAL GLOBAL LLC d.b.a. WORLDWIDE PAPER CO.” subject to the following conditions.

(a) Plaintiff shall refrain from taking any action to enforce the judgment as long as the provisions of paras, 2 and 3 are fulfilled and the conditions set out in subparas. 4(b) – (d) are complied with.

(b) WWP shall make payment to plaintiff of the principal amount of the judgment in monthly installments of \$10,000.

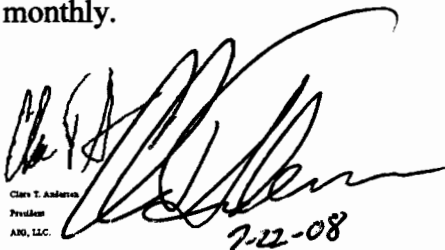
(c) Payment of each installment shall be in the form of a bank check, certified check, or wire transfer made payable to “Cichanowicz Callan Keane Vengrow & Textor, LLP as Attorneys.”

(d) Each installment payment shall be received by plaintiff’s undersigned attorneys, Cichanowicz Callan Keane Vengrow & Textor, LLP, not later than the first business day of each month.

(e) If WWP fails to make timely payment of any installment, or if any installment payment fails for any other reason, plaintiff may immediately take all steps permitted by law to enforce the judgment.

(f) If WWP makes timely payment of the installment amounts up to the principal amount of the judgment, then after the expiration of 95 days, plaintiff will waive the portion of the judgment for prejudgment interest, costs, disbursements and attorneys' fees and send WWP a satisfaction of judgment.

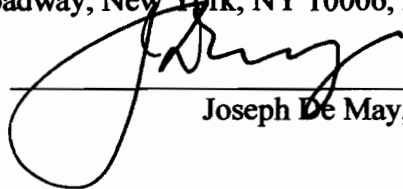
(g) If plaintiff receives payment from either or both of the other defendants for any of the freight or other charges itemized in Schedule A, such amounts will be credited against the judgment and reduce plaintiff's installment payments beginning with the last scheduled installment payment and working backwards. Any such payment by one of the other defendants shall not relieve plaintiff from making continuous installment payments monthly.


Clare T. Anderson
President
AWO, LLC.
7-12-08

Clare T. Anderson
President
Worldwide Paper Co.

CICHANOWICZ CALLAN KEANE VENGROW & TEXTOR, LLP
61 Broadway, New York, NY 10006, 212-344-7042, Attorneys for Plaintiff

By:



07-25-08

Joseph De May, Jr. [JD-9105]

SO ORDERED:


U.S.D.J.

7/31/08

SCHEDULE A

<i>Defendant(s)</i>	<i>Amount Due</i>	<i>Bill of Lading / Date</i>	
WORLDWIDE PAPER CO.	\$ 5,805.00	358059891	23 Jul 06
WORLDWIDE PAPER CO.	14,625.00	358065474	07 Sep 06
WORLDWIDE PAPER CO.	14,125.00	358074401	01 Nov 06
WORLDWIDE PAPER CO.	20,085.00	358076326	19 Nov 06
WORLDWIDE PAPER CO. OSK PAPER INTERNATIONAL, INC.	7,825.00	358076326	19 Nov 06
WORLDWIDE PAPER CO.	20,085.00	358076332	19 Nov 06
WORLDWIDE PAPER CO. OSK PAPER INTERNATIONAL, INC.	13,957.00	358076360	19 Nov 06
WORLDWIDE PAPER CO. OSK PAPER INTERNATIONAL, INC.	7,225.00	358076383	19 Nov 06
WORLDWIDE PAPER CO. OSK PAPER INTERNATIONAL, INC.	25.00	358077259	25 Nov 06
WORLDWIDE PAPER CO.	5,725.00	358076808	28 Nov 06
WORLDWIDE PAPER CO. DRAGONMARK TRADING INC.	7,375.00	358075634	15 Nov 06
WORLDWIDE PAPER CO. DRAGONMARK TRADING INC.	1,945.00	358088276	04 Feb 07
WORLDWIDE PAPER CO. DRAGONMARK TRADING INC.	2,905.00	358088277	04 Feb 07
WORLDWIDE PAPER CO. DRAGONMARK TRADING INC.	4,825.00	358088278	04 Feb 07
TOTAL:	\$114,272.00		